1210 - New York Metro ROU

From:

Broom, Kay B.

To:

1110 - Boston ROU; 1210 - New York Metro ROU; 1310 - Philadelphia ROU; 1610 - Buffalo ROU; 1710 - Pittsburgh ROU; 1810 - Cincinnati ROU; 2110 - Winston-Salem ROU; 2310 - S. Florida ROU; 2610 - Dallas ROU; 2910 - Richmond ROU; 5110 - N. California ROU; 5410 - S. California ROU; 5610 - Seattle ROU; 5810 - Houston ROU; 6210 - Chicago ROU; 6310 - Minneapolis ROU; 6610 - Denver ROU; 6710 - Detroit

ROU; 6910 - St. Louis ROU; 2210 - Atlanta ROU

Subject:

PM Exclusivity

Date:

Thursday, September 14, 1995 9:13AM

Priority:

High

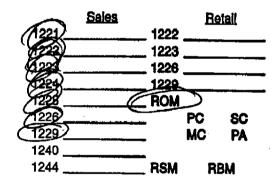
9/14/95

In case you did not receive a copy of this Command Center Bulletin, I am resending.

Kay Broom

<<File Attachment: CMDSTA.DOC>><<File Attachment: P31A-B.DOC>><File Attachment: C-PPDP.DOC>><<

File Attachment: AU22BD1A.XLS>>



MERCHANDISING COMMAND CENTER

CONFIDENTIAL

MERCHANDISING STATUS 8/28/95 COMMUNICATION #97

TO: AVP's, RSM's, AE's KAM's and internal Management

FROM: Trade Marketing Department

NESA - Mike Buckler (ext. 1625) SSA - John Boehm (Temporary ext. 1625)

WSA - Rich Pettorini (ext. 1052) MWSA - Bill Duffy (ext. 5776)

RE: RJR RESPONSE TO PM EXCLUSIVITY - Prominent Position Display Agreement

In order to respond to the competitive threats of PM's Exclusivity program in pack outlets, we are pleased to announce the Prominent Position Display Agreement. This Agreement is to be utilized in conjunction with the RJR Retail Partners Base Contract as a defensive response to the PM new Exclusivity program. When PM Exclusivity is encountered, the Prominent Position Display Agreement basically sets up a two company merchandising scenario.

The Prominent Position Display Agreement should only be utilized if the Category Management approach (i.e., RJR standard contract payments plus industry merchandising dollars are better than PM exclusivity alone) does not convince the retailer to refuse PM Exclusivity. The PPD permits a "meet but not beat" competition approach to determine the RDA and Co-Marketing dollars we need to offer to maintain our retail merchandising. We can offer whatever is required in the individual situation so long as the amount of the RJR payment does not exceed the amount of PM's exclusivity offer to the retailer. Each case will require a financial evaluation to determine the appropriate RJR rate, with final rates requiring AVP approval prior to contacting the account. It is important from a legal and financial perspective that we stay within this guideline. We can maintain this flexible, meeting competition approach only as long as PM's standard payments exceed our standard contract payments.

As there is no standard method of responding to competition, each retail situation requires a separate analysis. When PM Exclusivity presentations are made, it is critical that you immediately contact the Trade Marketing representative assigned to your Sales Area with the PM Exclusive Information Sheet (Exhibit A). This will provide us with a common knowledge base in order to perform a quick, yet thorough analysis.

Remember, RDA's are only one element of support that RJR brings to the table. When responding to an account or chain that is considering a PM exclusive agreement, it is important that the account fully understands their potential loss of RJR marketing elements that keep them competitive with their competition. Full Price and Savings work plan promotions, Co-Marketing, GAP and Savings pricing, and in applicable cases, Forsyth accruals all add value to the account's customer base. Those customers may shop elsewhere to get these deals.

Exhibit B is an example of the RJR marketing package an average C-Store receives. Use of this package response as a template may assist in combating this PM threat.

We have provided the following pages in order that you may have a thorough understanding of the Prominent Position Display Agreement. Please share this information with appropriate RJR personnel as dictated by PM activity in your marketplace. <u>Under no circumstances should this document be copied for the retail trade.</u> It is fully intended for RJR internal use only, with the exception of the actual contract.

Please feel free to contact us for further clarification of this new program. The S.I.S. designation for the Prominent Position Display Agreement is:

Type Plan Rate
PROM POS DP MC Variable

MLB:8/28/95 c:cmdsta.doc Attachments

PM Exclusive Information Sheet

EXHIBIT A

RJR (Conta	act:					
Chair	n Nan	ne:	<u> </u>		Outlet Ty		
# of \$					Industry		
		,B,C,D		 · *	RJR Vol.		
Chair	n Con	tact/Ti	tle		RJR Priv	es No	
Curr	ent l	Merch	andising Scenario	•			
RJR		Mer	chandising	\$	Mo.	RJR Share =	
		Co-l	Mktg. (Match: Y or N)	\$	Mo.		
			FP Displays	\$	Mo.	Facings =	
		# of	Savings Displays	\$	Mo	Facings =	· <u>- · · · · · · · · · · · · · · · · · ·</u>
PM		Mer	chandising	\$	Mo.	PM Share =	
•		Flex	_	\$	Mo.		
		# of	FP Displays			Facings =	
		# of	Savings Displays			Facings =	
BAT			chandising	\$	Mo.	BAT Share =	
		Leve	el (Silver, Gold, Platinun	·			
Lorill	lard	Mer	chandising	\$	Mo.	Lorillard Shar	'e =
PM I	Exclı	usive ((Proposed)				
	Mer	chandi	sing \$	Mo.			
	Flex	C	\$ <u></u>	Mo.			
Com	ment	s:					ហ
			/facings =# \$	Savings dis	plays facing	gs =	. 60
<u>Cha</u>	<u>in Is</u>	sues					50
							39
Yes	or	No	# of displays				962
Yes	or	No	RDA's				10
Yes	or	No	Promotional Dollars (Other (Explain)	Flex)		·	
RJR	Reb	uttai 8	& Recommended Act	ion Plan			
				····			
				Over, if necessar	ry)		

- PM continues to penetrate retail outlets with new Exclusivity offer.
- Program appears to be in "Test" mode within certain geographics.
- New Exclusivity RDA's and Flex do not seem to follow any geographic pattern (NESA is exception).
 - Atlanta -- Golden Pantry (85 stores) PM Private Label (Bronson), PM overdeveloped SOM 61%.
 RJR underdeveloped SOM 25%. Co-Existence RDA's do not line up favorably.
 - Philadelphia -- Two small C-store chains and select Delaware Cigarette Outlets PM stated that if program is successful, National rollout of December '95 is probable.
 - L.A. -- Mobil Power Buyers group presented PM Exclusivity at old rate structure.
- PM is utilizing major chains success stories as retail proof sources.
 - Wal-Mart -- Claiming that retailers will be at a competitive price disadvantage since Wal-Mart has new Exclusive Flex rate (H.E.Butt).
 - WaWa and
 Quik Trip -- Using leadership position of these two chains to strengthen pitch to other convenience store retailers (Golden Pantry).

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PM EXCLUSIVITY - NEW CONTRACT (7/1/95)

Chain <u>Name</u>	RJR SOM	PM SOM	Major Chain Issues	Private Label Ownership/Development
*WaWa	Underdeveloped	Overdeveloped	Promotional \$ Counter consolidation	RJR - Highly Developed (Jacks)
*Quik Trip	Underdeveloped	Overdeveloped	RDA's Promotional \$	PM - Highly Developed (Bronson)
*Store 24	Underdeveloped	Overdeveloped	Counter consolidation (Lost \$141K from RDA's to go to PM-Exclusive	RJR - Developed (Legend)
Christy's	Underdeveloped	Overdeveloped	NSS Counter consolidation RDA's	RJR - Low Development (Courier)
H.E.Butt	Underdeveloped	Overdeveloped	Promotional \$ Heavy Wal-Mart influence does not embrace Cat. Mgmt.	PM - Highly Developed (Best Buy)
Tedeschi's	Underdeveloped	Overdeveloped	Counter consolidation RDA's	BAT Distributor Brand (1)

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^{*}Signed PM Exclusive Agreement
(1) RJR and Garber Gros. to jointly present Forsyth brand "Monaco".

- RJR response dictates high level of urgency.
- Although Category Management position is first response, it may prove inadequate in holding RJR instore position without additional support.
- RJR will be required to "add value" to standard contracts in certain circumstances.
- "Adding Value" can take on several different forms depending on the specific issues that are most important to the chain.
 - Program Flexibility # of facings, # of footprints, signage
 - RDA Enhancement
 - Co-Marketing Base \$ Enhancement
 - Leverage special fixture expertise cost share alternatives
- If RJR must add RDA's above standard rates, RJR's dominance should be favorable versus other competitors.
- RJR Dominance may be improved by:
 - 1) Increasing RJR facings/footprints/signage
 - 2) Minimizing competitive presence

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- Two major alternatives are available to counter PM Exclusivity if additional RDA's become necessary.
 - I. Co-Existence PM Level 2 and RJR Base Program
 - II. Co-Existence less PM
- RJR's liability may increase in certain scenarios based on a number of different factors.
 - RJR Share/Volume development versus PM and BAT.
 - Retailer's relative interest in consolidating the number of footprints.
 - Competitors application of their individual programs (grid jumping, etc.).
 - Retailers interest/dependence on dedicated promotional funds.
- If RJR's liability does increase, RJR should take appropriate measures to guarantee the optimum outcome.

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I. Co-Existence - PM Level 2 and RJR Base Program

- Address PM tactic for tactic. SS and NSS display locations must be at parity.
- BAT and Lorillard are offering fixed payment levels.
- RJR incurs addition liability to stop Exclusivity, not BAT or Lorillard.
- RJR purchases all remaining facings/footprints/signage available under PM Retail Masters Level 2.
- Enforcement will fail on PM under Retail Masters.
- RJR to frame out position via Special Contract Addendum (Escape clause a must).
- Advantage to RJR:
 - GPC is not displayed.
 - PM continues compliance policing (Black Hat).
 - RJR's facings requirements are not further compressed from BAT or Lorillard facings.
 - RJR benefits from incremental dollars via limiting competitive displays/signage.
 - Ties into RJR Category Management approach (70-85% of consumer base covered).

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II. Co-Existence - Less PM

- May play out depending on chain's attitude toward PM.
- Less feasible if chain is highly interested in display consolidation.
- RJR must command stronger retail position due to the following factors:
 - PM facings requirements are eliminated since PM is no longer present.
 - BAT or Lorillard contract liabilities do not increase.
 - RJR bears the incremental cost (less BAT or Lorillard program values) of fighting PM Exclusivity.
 - RJR dominance should coincide with RJR investment.
- RJR to frame out position via Special Contract Addendum (Escape clause a must).
- Advantages to RJR:
 - Facings parameters defined by Retail Masters are eliminated (allowing RJR displays to grow in size and footprints).
 - Interested retailers may disqualify PM.
 - RJR benefits from incremental dollars via increased presence.
 - Competitive parameters are fully defined to disallow competitive presence gains at RJR's expense.

*Both scenarios must allow for renegotiation of RJR rates if display scenario changes from mutually agreed upon set.

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- Requires AVP approval.
- Used only as a Defensive response.
- Special Contract Addendum requirements:
 - Escape clause if display scenario changes (leaves open door for full Category Management approach).
 - RJR's right to terminate agreement (standard in all RJR agreements).
 - Strict definition of RJR retail presence to include:

- RJR footprints and position
- Total Industry footprints and respective positions.
- RJR # of facings (separate for FP, Savings).
- Competitive facings:
 - -- Necessary only in "Co-Existence less PM" scenario
 - Based on RJR dollars versus BAT or Lorillard (not SOM)
 - -- Defined by price tier to insure RJR dominance
- Signage defined by company.
- Temporary display verbiage that prohibits extended promotional periods and placements (that exceed period defined by contract).
- Retailer must understand that RJR will not continue "Added Value" if retail conditions are not fully met.
- Co-Marketing Enhancement:
 - Variable rate approach added to current Base rate.
 - Utilize only if identified as Major Chain Issue.
 - · Implement only as "meeting competition".

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Meeting Competition Parameters

- Category Management Approach must be utilized prior to "Meeting Competition".
- "Prominent Position Display Agreement" may only be offered in a defensive "Meeting Competition" posture against PM Exclusivity with AVP approval.
- "Prominent Position Display Agreement" and "RJR Retail Partners Base Contract" are the <u>only</u> retail leave-behinds.
- Philip Morris' high non-compliance rates should be factored into the decision. PM pitches high RDA's, but does not actually pay 100% to the retailer.
- RJR cannot exceed PM's Exclusivity payment. A combination of trade payments can exceed PM
 Exclusivity, but in most cases should remain at parity. Trade payments exceeding PM Exclusive will only be used as a last resort.
- If PM tells retailer the program is PM Exclusive or nothing, retailer should be advised to contact PM's Legal department in New York as this is an illegal practice.
- If retailer chooses an "RJR + BAT" scenario, RJR's retail presence must be reflective of the added value (\$) brought to the table. Parity with BAT is unacceptable if RJR is significantly outdistancing BAT's payment (RJR % of presence = RJR % of trade \$).

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Meeting Competition Parameters

- Retailers with Low RJR Share of Market

If retailer chooses RJR + PM:

First Priority: RJR (Base program + Prominent Position Agreement) + PM Level 2 = PM Exclusive

Second Priority: RJR (Base program + Prominent Position Agreement) + PM Level 2 > PM Exclusive

(Second Priority cannot exceed 120% of PM Exclusive \$ and may only be utilized as a last resort.)

If retailer chooses RJR + BAT:

Only Priority: RJR (Base program + Prominent Position Agreement) + BAT ≤ PM Exclusive (In order for this scenario to play out, retailer must have high level of interest in disqualification of PM. RJR Presence must increase.)

Retailer with Medium/High RJR Share of Market

If retailer chooses RJR + PM:

First Priority: RJR (standard Base program) + PM Level 2 > PM Exclusive

Second Priority: RJR (Base Program + Prominent Position Agreement) + PM Level 2 > PM Exclusive

(Second Priority cannot exceed 120% of PM Exclusive \$ and may only be utilized as last resort.)

If retailer chooses RJR + BAT:

Only Priority: RJR (Base program + Prominent Position Agreement) + BAT ≤ PM Exclusive (Same tactics as Low RJR SOM calls.)

Co-Marketing Base \$ Enhancement Feature

- Utilize only if dedicated Promotional Funds are major chain issue.
- Does not disrupt current RJR/Retailer Match dynamics.
- In RJR + PM scenario:

RJR Co-Marketing (standard rate + Base \$ enhancement) + PM Flex (standard rate) ≤ PM Exclusive Flex

• In RJR + BAT scenario:

RJR Co-Marketing (standard rate + Base \$ enhancement) < PM Exclusive Flex May increase Co-Marketing value to a reasonable level.

• RJR will not match PM's Exclusive Flex rates.

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R. J. REYNOLDS TOBACCO COMPANY PROMINENT POSITION DISPLAY AGREEMENT

GENERAL REQUIREMENTS:

Retailer must participate in and meet all requirements of the RJR Pack Outlet Retail Partners Base Contract Program and elect to participate in permanent cigarette display and advertising agreements with no more than two cigarette manufacturers.

ADDITIONAL REQUIREMENTS

Retailer agrees to maintain the following Permanent and Temporary Merchandising Presence Elements and their respective positions within the store:

Company	# of Facings	# of Footprints	Self-Service or Non-Self-Service	Position Ranking
RJR.				
M				·
BAT				
orillard.				
Other				·
TOTAL			N/A	N/A

			Self-Service or	
Company	# of Facings	# of Footprints	Non-Self-Service	Position Ranking
RJR				
PM				
BAT				
Lorillard			· · · · · · · · · · · · · · · · · · ·	
Other				
TOTAL			N/A	N/A

Permanent Advertising

Company # of Signage Elements Position Ranking

RJR

PM

BAT

Lorillard

Other

TOTAL

N/A

Temporary Displays

The General Requirements for this Agreement do not prohibit manufacturer displays placed for the purpose of temporarily promoting cigarettes. For purposes of this Agreement, however, a display with a promotional period or placement that exceeds _____ days will be considered a permanent display.

- Changes in agreed location, size, capacity or effectiveness of RJR displays/advertising will result in termination of this agreement.
- RJR reserves the right to modify or terminate this agreement after notice to the Retailer. In the event of failure of performance by the Retailer, this contract may be terminated by RJR forthwith and without notice.

PAYMENT

RJR will pay qualifying Retailer \$	per month for performance of all RJR requirements under this agreement in Self-Service locations.
RJR will pay qualifying Retailer \$	per month for performance of all RJR requirements under this agreement in Non-Self-Service
locations. Contracted amounts are in addit	on to previously contracted RJR Pack Outlet Retail Partners Base Contract Program(s).

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable after the end of each calendar quarter. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter, but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due RJR.

R. J. REYNOLDS TOBACCO COMPANY PROMINENT POSITION DISPLAY AGREEMENT

Request for Taxpayer Identification Number and Certification

sufficient correct information to issue a Form 1099 to such payee for any name and either his/her social security number (S.S. No.) or the employe name, the payee may also provide the business name for the sole proprie	of 31% from payee if the payee fails to provide R. J. Reynolds Tobacco Company with calendar year. With an individual proprietorship, this information is the person's individual or identification number (EIN) for the proprietorship. In addition to the payee's individual etorship, provided the individual name is listed before the business name. (Sole proprietors partnerships, estates, trusts, and similar entities, the necessary information is the entity's m 575 (Assignment of Employer Identification Number).
Type of Organization: Corporation, Sole Proprietor, Pa	utnership, Esiate, Trust, etc
is this a corporation exempl from backup withholding? Yes No	·
Please use the appropriate line to fill in the name and Taxpayer Identification	ation Number:
Corporation Name	EIN
Sole Proprietor's Name	S.S. No
Sole Proprietor's Business Name	EIN
or Partnership, Estate, Trust, etc.	EIN
Address (Number, street, and apt. or suite number)	
Address (City, state, and ZIP code)	·
am subject to backup withholding as a result of a failure to report all inter- withholding. Certification Instructions: You must cross out item 2 above if you have underreporting interest on your tax return.	rm backup withholding, or (b) I have not been notified by the Internal Revenue Service that I rest or dividends, or (c) the IRS has notified me that I am no longer subject to backup been notified by the IRS that you are currently subject to backup withholding because of
Store Name (Please Print)	RJR Account No.
Street Address	RJR Territory No.
City/State	Zip Code
Call Classification	Branch (If Chain)
Type Stores PROM POS DP	Monthly Payment Total Quarterly Dollar Amount \$ \$ \$ \$ TOTAL
Date Contract Signed	re
R. J. REYNOLDS	TOBACCO COMPANY
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EXAMPLE - DO NOT COPY

PARTNERS MARKETING PLAN

EXHIBIT B

Total Category Partner 175 CPW 44 RJR (25% SOM)

		FOOTP	RINTS		BRAN	DS			1/5 CF	iOM)			
		2 - FP 1 - Savings			1-Camei/1-Winston Dorai					\$MONTHLY \$170			
J	F	M	Α	М	j	J	A	S	0	N	D		
	B3G3F			B3G2F				Coll. Pk	ВЗСР			\$360 \$0	
		B2G1F				B3GP						\$200	
									 	 	 	\$560	
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\$CE	¢e=		tor										
303	300	≱ 00	C04	\$65	\$65	\$65	\$65	\$65	\$ 65	\$65	\$65	\$780	
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						<u> </u>	-						
\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$360	
\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$114	
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	\$120 \$65 \$26 \$30 \$9.50	\$120 \$65 \$26 \$30 \$9.50 \$9.50	2 - FP 1 - Savi J F M B3G3F B2G1F 40 B3GF \$120 \$65 \$65 \$65 \$26 \$26 \$30 \$30 \$30 \$9.50 \$9.50	1 - Savings J F M A B3G3F B2G1F \$120 \$65 \$65 \$65 \$65 \$26 \$26 \$26 \$30 \$30 \$30 \$30 \$9.50 \$9.50 \$9.50	2 - FP 1 - Savings J F M A M B3G3F B2G1F \$120 40 B3GP \$120 \$65 \$65 \$65 \$65 \$26 \$26 \$26 \$26 \$26 \$30 \$30 \$30 \$30 \$30 \$30 \$30 \$30 \$9.50 \$9.50	2 - FP 1 - Savings	2 - FP 1 - Savings	2 - FP 1 - Camel/1 - Winston Doral	2 - FP 1-Camel/1-Winston Doral J F M A M J J A S	### FOOTPRINTS BRANDS 1-Camel/1-Winston Doral J F M A M J J A S O	Second	2 - FP	

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PARTNERS MARKETING PLAN

EXHIBIT B

MEDGUANDISING		EAGTBOILTE PRANCE										PartnerCPWRJR (% SOM)					
MERCHANDISING Base Plan			<u> </u>	FOOTPRINTS		BRANDS				\$	MONTH	\$ ANNUAL					
PROMOTION	J	F	M	Α	М	J	J	Α	S	0	N	D	Ţ 				
(Offensive) Camel (2 SKU's) Winston Doral (2 SKU's)		·			1												
		<u> </u>			<u> </u>												
Co-MARKETING						ļ			į								
Offensive Defensive) - - -					
PRICING (Gap Defensive) 1 wk 60% of RJR Vol. @ 2.50/ctn								-									
(Savings) 2 wk 15% of RJR Vol. @ 2.00/ctn																	
FORSYTH ACCRUAL 20% RJR Vol. @.80/ctn								·									
S.O.C. (\$.25)							<u> </u> 				<u> </u> 	<u> </u>	<u></u>				
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